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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **SOUTHERN DIVISION**
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12 NATALIE LAMBERT,

13 Plaintiff,

14 v.

15 UNIREGISTRY, INC., a Delaware
16 corporation; SEVAN DERDERIAN,

17 Defendants.
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Case No. 8:18-cv-01566-JLS (JDEx)

**STIPULATION AND
PROTECTIVE ORDER**

1 1. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary or private information for which special protection from public
4 disclosure and from use for any purpose other than pursuing this litigation may be
5 warranted. Accordingly, the Plaintiff NATALIE LAMBERT and Defendants
6 UNIREGISTRY, INC. and SEVAN DERDERIAN (the “parties”) hereby
7 stipulate to and petition the Court to enter the following Stipulated Protective
8 Order. The parties acknowledge that this Order does not confer blanket
9 protections on all disclosures or responses to discovery and that the protection it
10 affords from public disclosure and use extends only to the limited information or
11 items that are entitled to confidential treatment under the applicable legal
12 principles.

13 2. GOOD CAUSE STATEMENT

14 This action is likely to involve trade secrets, customer and pricing lists and
15 other valuable research, development, commercial, financial, technical and/or
16 proprietary information, as well as personal identifiable information of third-party
17 witnesses and employees, for which special protection from public disclosure and
18 from use for any purpose other than prosecution of this action is warranted. Such
19 confidential and proprietary materials and information may consist of, among
20 other things, dates of birth, social security numbers, salary, medical or health
21 information, other employee information (including information implicating
22 privacy rights of third parties), other client or customer information (including
23 information implicating privacy rights of third parties), confidential business or
24 financial information, information regarding confidential business practices, or
25 other confidential research, development, or commercial information otherwise
26 generally unavailable to the public, or which may be privileged or otherwise
27 protected from disclosure under state or federal statutes, court rules, case
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1 decisions, or common law. Accordingly, to expedite the flow of information, to
2 facilitate the prompt resolution of disputes over confidentiality of discovery
3 materials, to adequately protect information the parties are entitled to keep
4 confidential, to ensure that the parties are permitted reasonable necessary uses of
5 such material in preparation for and in the conduct of trial, to address their
6 handling at the end of the litigation, and serve the ends of justice, a protective
7 order for such information is justified in this matter. It is the intent of the parties
8 that information will not be designated as confidential for tactical reasons and that
9 nothing be so designated without a good faith belief that it has been maintained in
10 a confidential, non-public manner, and there is good cause why it should not be
11 part of the public record of this case.

12 3. ACKNOWLEDGMENT OF UNDER SEAL FILING
13 PROCEDURE

14 The parties further acknowledge, as set forth in Section 14.3, below, that
15 this Stipulated Protective Order does not entitle them to file confidential
16 information under seal; Local Civil Rule 79-5 sets forth the procedures that must
17 be followed and the standards that will be applied when a party seeks permission
18 from the court to file material under seal. There is a strong presumption that the
19 public has a right of access to judicial proceedings and records in civil cases. In
20 connection with non-dispositive motions, good cause must be shown to support a
21 filing under seal. *See Kamakana v. City and County of Honolulu*, 447 F.3d 1172,
22 1176 (9th Cir. 2006), *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir.
23 2002), *Makar-Welbon v. Sony Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999)
24 (even stipulated protective orders require good cause showing), and a specific
25 showing of good cause or compelling reasons with proper evidentiary support and
26 legal justification, must be made with respect to Protected Material that a party
27 seeks to file under seal. The parties' mere designation of Disclosure or Discovery
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1 Material as CONFIDENTIAL does not—without the submission of competent
2 evidence by declaration, establishing that the material sought to be filed under
3 seal qualifies as confidential, privileged, or otherwise protectable—constitute good
4 cause.

5 Further, if a party requests sealing related to a dispositive motion or trial,
6 then compelling reasons, not only good cause, for the sealing must be shown, and
7 the relief sought shall be narrowly tailored to serve the specific interest to be
8 protected. *See Pintos v. Pacific Creditors Ass’n.*, 605 F.3d 665, 677-79 (9th Cir.
9 2010). For each item or type of information, document, or thing sought to be
10 filed or introduced under seal, the party seeking protection must articulate
11 compelling reasons, supported by specific facts and legal justification, for the
12 requested sealing order. Again, competent evidence supporting the application to
13 file documents under seal must be provided by declaration.

14 Any document that is not confidential, privileged, or otherwise protectable
15 in its entirety will not be filed under seal if the confidential portions can be
16 redacted. If documents can be redacted, then a redacted version for public
17 viewing, omitting only the confidential, privileged, or otherwise protectable
18 portions of the document, shall be filed. Any application that seeks to file
19 documents under seal in their entirety should include an explanation of why
20 redaction is not feasible.

21 4. DEFINITIONS

22 4.1 Action: *Natalie Lambert v. Uniregistry, Inc. and Sevan Derderian*, Case
23 No. 8:18-cv-01566-JLS-JDE (Central Dist. CA).

24 4.2 Challenging Party: a Party or Non-Party that challenges the
25 designation of information or items under this Order.

26 4.3 “CONFIDENTIAL” Information or Items: information (regardless
27 of how it is generated, stored or maintained) or tangible things that qualify for
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1 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
2 the Good Cause Statement.

3 4.4 Counsel: Outside Counsel of Record and House Counsel (as well as
4 their support staff).

5 4.5 Designating Party: a Party or Non-Party that designates information
6 or items that it produces in disclosures or in responses to discovery as
7 “CONFIDENTIAL.”

8 4.6 Disclosure or Discovery Material: all items or information, regardless
9 of the medium or manner in which it is generated, stored, or maintained
10 (including, among other things, testimony, transcripts, and tangible things), that
11 are produced or generated in disclosures or responses to discovery.

12 4.7 Expert: a person with specialized knowledge or experience in a
13 matter pertinent to the litigation who has been retained by a Party or its counsel to
14 serve as an expert witness or as a consultant in this Action.

15 4.8 House Counsel: attorneys who are or were employees of a party to
16 this Action. House Counsel does not include Outside Counsel of Record or any
17 other outside counsel.

18 4.9 Non-Party: any natural person, partnership, corporation, association
19 or other legal entity not named as a Party to this action.

20 4.10 Outside Counsel of Record: attorneys who are not employees of a
21 party to this Action but are retained to represent a party to this Action and have
22 appeared in this Action on behalf of that party or are affiliated with a law firm
23 that has appeared on behalf of that party, and includes support staff.

24 4.11 Party: any party to this Action, including all of its officers, directors,
25 employees, consultants, retained experts, and Outside Counsel of Record (and
26 their support staffs).

27 4.12 Producing Party: a Party or Non-Party that produces Disclosure or
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1 Discovery Material in this Action.

2 4.13 Professional Vendors: persons or entities that provide litigation
3 support services (e.g., photocopying, videotaping, translating, preparing exhibits
4 or demonstrations, and organizing, storing, or retrieving data in any form or
5 medium) and their employees and subcontractors.

6 4.14 Protected Material: any Disclosure or Discovery Material that is
7 designated as “CONFIDENTIAL.”

8 4.15 Receiving Party: a Party that receives Disclosure or Discovery
9 Material from a Producing Party.

10 5. SCOPE

11 The protections conferred by this Stipulation and Order cover not only
12 Protected Material (as defined above), but also (1) any information copied or
13 extracted from Protected Material; (2) all copies, excerpts, summaries, or
14 compilations of Protected Material; and (3) any testimony, conversations, or
15 presentations by Parties or their Counsel that might reveal Protected Material.

16 Any use of Protected Material at trial shall be governed by the orders of the
17 trial judge and other applicable authorities. This Order does not govern the use of
18 Protected Material at trial.

19 6. DURATION

20 Once a case proceeds to trial, information that was designated as
21 CONFIDENTIAL or maintained pursuant to this protective order used or
22 introduced as an exhibit at trial becomes public and will be presumptively
23 available to all members of the public, including the press, unless compelling
24 reasons supported by specific factual findings to proceed otherwise are made to
25 the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81
26 (distinguishing “good cause” showing for sealing documents produced in
27 discovery from “compelling reasons” standard when merits-related documents are
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1 part of court record). Accordingly, the terms of this protective order do not extend
2 beyond the commencement of the trial.

3 7. DESIGNATING PROTECTED MATERIAL

4 7.1 Exercise of Restraint and Care in Designating Material for
5 Protection. Each Party or Non-Party that designates information or items for
6 protection under this Order must take care to limit any such designation to
7 specific material that qualifies under the appropriate standards. The Designating
8 Party must designate for protection only those parts of material, documents, items
9 or oral or written communications that qualify so that other portions of the
10 material, documents, items or communications for which protection is not
11 warranted are not swept unjustifiably within the ambit of this Order.

12 Mass, indiscriminate or routinized designations are prohibited.
13 Designations that are shown to be clearly unjustified or that have been made for
14 an improper purpose (e.g., to unnecessarily encumber the case development
15 process or to impose unnecessary expenses and burdens on other parties) may
16 expose the Designating Party to sanctions.

17 If it comes to a Designating Party's attention that information or items that
18 it designated for protection do not qualify for protection, that Designating Party
19 must promptly notify all other Parties that it is withdrawing the inapplicable
20 designation.

21 7.2 Manner and Timing of Designations. Except as otherwise provided
22 in this Order, or as otherwise stipulated or ordered, Disclosure of Discovery
23 Material that qualifies for protection under this Order must be clearly so
24 designated before the material is disclosed or produced.

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (e.g., paper or electronic
27 documents, but excluding transcripts of depositions or other pretrial or trial
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1 proceedings), that the Producing Party affix at a minimum, the legend
2 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
3 contains protected material. If only a portion of the material on a page qualifies
4 for protection, the Producing Party also must clearly identify the protected
5 portion(s) (e.g., by making appropriate markings in the margins).

6 A Party or Non-Party that makes original documents available for
7 inspection need not designate them for protection until after the inspecting Party
8 has indicated which documents it would like copied and produced. During the
9 inspection and before the designation, all of the material made available for
10 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
11 identified the documents it wants copied and produced, the Producing Party must
12 determine which documents, or portions thereof, qualify for protection under this
13 Order. Then, before producing the specified documents, the Producing Party
14 must affix the “CONFIDENTIAL legend” to each page that contains Protected
15 Material. If only a portion of the material on a page qualifies for protection, the
16 Producing Party also must clearly identify the protected portion(s) (e.g., by
17 making appropriate markings in the margins).

18 (b) for testimony given in depositions that the Designating Party
19 identifies the Disclosure or Discovery Material on the record, before the close of
20 the deposition all protected testimony.

21 (c) for information produced in some form other than documentary
22 and for any other tangible items, that the Producing Party affix in a prominent
23 place on the exterior of the container or containers in which the information is
24 stored the legend “CONFIDENTIAL.” If only a portion or portions of the
25 information warrants protection, the Producing Party, to the extent practicable,
26 shall identify the protected portion(s).

27 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
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1 failure to designate qualified information or items does not, standing alone, waive
2 the Designating Party's right to secure protection under this Order for such
3 material. Upon timely correction of a designation, the Receiving Party must
4 make reasonable efforts to assure that the material is treated in accordance with
5 the provisions of this Order.

6 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

7 8.1. Timing of Challenges. Any Party or Non-Party may challenge a
8 designation of confidentiality at any time that is consistent with the Court's
9 Scheduling Order.

10 8.2 Meet and Confer. The Challenging Party shall initiate the dispute
11 resolution process under Local Rule 37-1 et seq.

12 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
13 joint stipulation pursuant to Local Rule 37-2.

14 8.4 The burden of persuasion in any such challenge proceeding shall be
15 on the Designating Party. Frivolous challenges, and those made for an improper
16 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
17 parties) may expose the Challenging Party to sanctions. Unless the Designating
18 Party has waived or withdrawn the confidentiality designation, all parties shall
19 continue to afford the material in question the level of protection to which it is
20 entitled under the Producing Party's designation until the Court rules on the
21 challenge.

22 9. ACCESS TO AND USE OF PROTECTED MATERIAL

23 9.1 Basic Principles. A Receiving Party may use Protected Material that
24 is disclosed or produced by another Party or by a Non-Party in connection with
25 this Action only for prosecuting, defending or attempting to settle this Action.
26 Such Protected Material may be disclosed only to the categories of persons and
27 under the conditions described in this Order. When the Action has been
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1 terminated, a Receiving Party must comply with the provisions of section 15
2 below (FINAL DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a
4 location and in a secure manner that ensures that access is limited to the persons
5 authorized under this Order.

6 9.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
7 otherwise ordered by the court or permitted in writing by the Designating Party, a
8 Receiving Party may disclose any information or item designated
9 “CONFIDENTIAL” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
11 well as employees of said Outside Counsel of Record to whom it is reasonably
12 necessary to disclose the information for this Action;

13 (b) the officers, directors, employees and former employees (including
14 House Counsel) of the Receiving Party to whom disclosure is reasonably
15 necessary for this Action;

16 (c) Experts (as defined in this Order) of the Receiving Party to whom
17 disclosure is reasonably necessary for this Action and who have signed the
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (d) the court and its personnel;

20 (e) court reporters and their staff;

21 (f) professional jury or trial consultants, mock jurors, and Professional
22 Vendors to whom disclosure is reasonably necessary for this Action and who have
23 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (g) the author or recipient of a document containing the information
25 or a custodian or other person who otherwise possessed or knew the information;

26 (h) during their depositions, witnesses, and attorneys for witnesses, in
27 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
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1 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
2 they will not be permitted to keep any confidential information unless they sign
3 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless
4 otherwise agreed by the Designating Party or ordered by the court. Pages of
5 transcribed deposition testimony or exhibits to depositions that reveal Protected
6 Material may be separately bound by the court reporter and may not be disclosed
7 to anyone except as permitted under this Stipulated Protective Order; and

8 (i) any mediators or settlement officers and their supporting
9 personnel, mutually agreed upon by any of the parties engaged in settlement
10 discussions.

11 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED
12 PRODUCED IN OTHER LITIGATION

13 If a Party is served with a subpoena or a court order issued in other
14 litigation that compels disclosure of any information or items designated in this
15 Action as “CONFIDENTIAL,” that Party must:

16 (a) promptly notify in writing the Designating Party. Such
17 notification shall include a copy of the subpoena or court order;

18 (b) promptly notify in writing the party who caused the subpoena or
19 order to issue in the other litigation that some or all of the material covered by the
20 subpoena or order is subject to this Protective Order. Such notification shall
21 include a copy of this Stipulated Protective Order; and

22 (c) cooperate with respect to all reasonable procedures sought to be
23 pursued by the Designating Party whose Protected Material may be affected. If
24 the Designating Party timely seeks a protective order, the Party served with the
25 subpoena or court order shall not produce any information designated in this
26 action as “CONFIDENTIAL” before a determination by the court from which
27 the subpoena or order issued, unless the Party has obtained the Designating
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1 Party's permission. The Designating Party shall bear the burden and expense of
2 seeking protection in that court of its confidential material and nothing in these
3 provisions should be construed as authorizing or encouraging a Receiving Party
4 in this Action to disobey a lawful directive from another court.

5 11. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO
6 BE PRODUCED IN THIS LITIGATION

7 (a) The terms of this Order are applicable to information produced by
8 a Non-Party in this Action and designated as "CONFIDENTIAL." Such
9 information produced by Non-Parties in connection with this litigation is
10 protected by the remedies and relief provided by this Order. Nothing in these
11 provisions should be construed as prohibiting a Non-Party from seeking
12 additional protections.

13 (b) In the event that a Party is required, by a valid discovery request,
14 to produce a Non-Party's confidential information in its possession, and the Party
15 is subject to an agreement with the Non-Party not to produce the Non-Party's
16 confidential information, then the Party shall:

17 (1) promptly notify in writing the Requesting Party and the Non-
18 Party that some or all of the information requested is subject to a confidentiality
19 agreement with a Non-Party;

20 (2) promptly provide the Non-Party with a copy of the Stipulated
21 Protective Order in this Action, the relevant discovery request(s), and a
22 reasonably specific description of the information requested; and

23 (3) make the information requested available for inspection by the
24 Non-Party, if requested.

25 (c) If the Non-Party fails to seek a protective order from this court
26 within 14 days of receiving the notice and accompanying information, the
27 Receiving Party may produce the Non-Party's confidential information
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1 responsive to the discovery request. If the Non-Party timely seeks a protective
2 order, the Receiving Party shall not produce any information in its possession or
3 control that is subject to the confidentiality agreement with the Non-Party before
4 a determination by the court. Absent a court order to the contrary, the Non-Party
5 shall bear the burden and expense of seeking protection in this court of its
6 Protected Material.

7 12. UNAUTHORIZED DISCLOSURE OF PROTECTED
8 MATERIAL

9 If a Receiving Party learns that, by inadvertence or otherwise, it has
10 disclosed Protected Material to any person or in any circumstance not authorized
11 under this Stipulated Protective Order, the Receiving Party must immediately (a)
12 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
13 best efforts to retrieve all unauthorized copies of the Protected Material, (c)
14 inform the person or persons to whom unauthorized disclosures were made of all
15 the terms of this Order, and (d) request such person or persons to execute the
16 “Acknowledgment an Agreement to Be Bound” attached hereto as Exhibit A.

17 13. INADVERTENT PRODUCTION OF PRIVILEGED OR
18 OTHERWISE PROTECTED MATERIAL

19 When a Producing Party gives notice to Receiving Parties that certain
20 inadvertently produced material is subject to a claim of privilege or other
21 protection, the obligations of the Receiving Parties are those set forth in Federal
22 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
23 whatever procedure may be established in an e-discovery order that provides for
24 production without prior privilege review. Pursuant to Federal Rule of Evidence
25 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
26 of a communication or information covered by the attorney-client privilege or
27 work product protection, the parties may incorporate their agreement in the
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1 stipulated protective order submitted to the court.

2 14. MISCELLANEOUS

3 14.1 Right to Further Relief. Nothing in this Order abridges the right of
4 any person to seek its modification by the Court in the future.

5 14.2 Right to Assert Other Objections. By stipulating to the entry of this
6 Protective Order, no Party waives any right it otherwise would have to object to
7 disclosing or producing any information or item on any ground not addressed in
8 this Stipulated Protective Order. Similarly, no Party waives any right to object on
9 any ground to use in evidence of any of the material covered by this Protective
10 Order.

11 14.3 Filing Protected Material. A Party that seeks to file under seal any
12 Protected Material must comply with Local Civil Rule 79-5. Protected Material
13 may only be filed under seal pursuant to a court order authorizing the sealing of
14 the specific Protected Material. If a Party's request to file Protected Material
15 under seal is denied by the court, then the Receiving Party may file the
16 information in the public record unless otherwise instructed by the court.

17 15. FINAL DISPOSITION

18 After the final disposition of this Action, as defined in paragraph 6, within
19 60 days of a written request by the Designating Party, each Receiving Party must
20 return all Protected Material to the Producing Party or destroy such material. As
21 used in this subdivision, "all Protected Material" includes all copies, abstracts,
22 compilations, summaries, and any other format reproducing or capturing any of
23 the Protected Material. Notwithstanding this provision, Counsel are entitled to
24 retain an archival copy of all pleadings, motion papers, trial, deposition, and
25 hearing transcripts, legal memoranda, correspondence, deposition and trial
26 exhibits, expert reports, attorney work product, and consultant and expert work
27 product, even if such materials contain Protected Material. Any such archival
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1 copies that contain or constitute Protected Material remain subject to this
2 Protective Order as set forth in Section 6 (DURATION).

3 16. VIOLATION

4 Any violation of this Order may be punished by appropriate measures
5 including, without limitation, contempt proceedings and/or monetary sanctions.
6

7 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
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9 Dated: March 12, 2019

10 /s/ William M. Crosby
11 William M. Crosby
12 Attorneys for Plaintiff
13 NATALIE LAMBERT

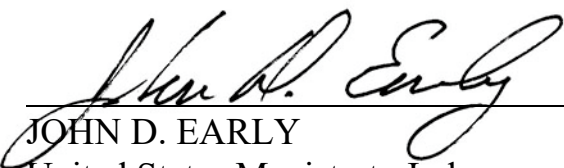
14 Dated: March 12, 2019

DUANE MORRIS LLP

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17 By: /s/ Allegra A. Jones
18 Lorraine P. Ocheltree
19 Allegra A. Jones
20 Brooke B. Tabshouri
21 Attorneys for Defendants
22 UNIREGISTRY, INC. and SEVAN
23 DERDERIAN

24 IT IS SO ORDERED.
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26 Dated: March 14, 2019
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JOHN D. EARLY
United States Magistrate Judge

1 **Exhibit A**

2 **Acknowledgment and Agreement to Be Bound**

3 I, _____ [print or type full name], of
4 _____ [print or type full address],
5
6 declare under penalty of perjury that I have read in its entirety and understand the
7 Stipulated Protective Order that was issued by the United States District Court for
8 the Central District of California in the case of *Natalie Lambert v. Uniregistry, Inc.*
9 *and Sevan Derderian*, Case No. 8:18-cv-01566-JLS-JDE. I agree to comply with
10 and to be bound by all the terms of this Stipulated Protective Order and I
11 understand and acknowledge that failure to so comply could expose me to
12 sanctions and punishment in the nature of contempt. I solemnly promise that I
13 will not disclose in any manner any information or item that is subject to this
14 Stipulated Protective Order to any person or entity except in strict compliance
15 with the provisions of this Stipulated Protective Order.

16 I further agree to submit to the jurisdiction of the United States District
17 Court for the Central District of California for the purpose of enforcing the terms
18 of this Stipulated Protective Order, even if such enforcement proceedings occur
19 after termination of this action.

20 I hereby appoint _____ [print or type full name] of
21 _____ [print or type full address and
22 telephone number] as my California agent for service of process in connection
23 with this action or any proceedings related to enforcement of this Stipulated
24 Protective Order.

25 Date: _____

26 City and State where sworn and signed: _____

27 Printed name: _____

28 Signature: _____